UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	)	Chapter 11
	)	
	)	Case No. 18-50757 (AMK)
FIRSTENERGY SOLUTIONS CORP., *et al.*,[1]	)	(Jointly Administered)
	)	
Debtors.	)	
	)	Hon. Judge Alan M. Koschik
	)	

ORDER CONFIRMING THE SEVENTH AMENDED JOINT PLAN OF REORGANIZATION OF FIRSTENERGY SOLUTIONS CORP., *ET AL.*, PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors")[2] having, as applicable:

- commenced, on March 31, 2018 (the "Petition Date"), the chapter 11 cases (the "Chapter 11 Cases") by filing voluntary petitions in the United States Bankruptcy Court for the Northern District of Ohio (the "Court") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

- continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code'

- filed on February 11, 2019, (i) the *Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2120] (ii) the *Disclosure Statement for the Joint Plan of Reorganization of FirstEnergy Solutions Corp.*, et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2119] and (iii) *Debtors' Motion for Order (i) Approving Disclosure Statement, (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Debtors' Joint Chapter 11 Plan, (iii) Approving the Form of Ballots, (iv) Scheduling a Hearing on Confirmation of the Plan, (v) Approving Procedures for Notice of the Confirmation*

[1]The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of each Debtor's federal tax identification number, are: FE Aircraft Leasing Corp. (9245), case no. 18-50759; FirstEnergy Generation, LLC (0561), case no. 18-50762; FirstEnergy Generation Mansfield Unit 1 Corp. (5914), case no. 18-50763; FirstEnergy Nuclear Generation, LLC (6394), case no. 18-50760; FirstEnergy Nuclear Operating Company (1483), case no. 18-50761; FirstEnergy Solutions Corp. (0186); and Norton Energy Storage L.L.C. (6928), case no. 18-50764. The Debtors' address is: 341 White Pond Dr., Akron, OH 44320.

[2] Capitalized terms used by not otherwise defined herein, shall have the meanings given to them in the *Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* dated August 16, 2019 [Docket No. 3056], attached hereto as **Exhibit A** (the "Plan").

Hearing and for Filing Objections to Confirmation of the Plan, and (vi) Granting Related Relief [Docket No. 2121];

- filed on March 9, 2019, (i) the *First Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2250] and (ii) the *Disclosure Statement for the First Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2251];

- filed on March 17, 2019, (i) the *Second Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2310] and (ii) the *Disclosure Statement for the Second Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2313];

- filed on March 26, 2019, the *Debtors' Supplemental Brief in Support of Debtors' Motion for Order (i) Approving Disclosure Statement, (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Debtors' Joint Chapter 11 Plan, (iii) Approving the Form of Ballots, (iv) Scheduling a Hearing on Confirmation of the Plan, (v) Approving Procedures for Notice of the Confirmation Hearing and for Filing Objections to Confirmation of the Plan, and (vi) Granting Related Relief* [Docket No. 2397];

- filed on March 29, 2019, the *Debtors' Supplemental Reply Brief in Support of Debtors' Motion for Order (i) Approving Disclosure Statement, (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Debtors' Joint Chapter 11 Plan, (iii) Approving the Form of Ballots, (iv) Scheduling a Hearing on Confirmation of the Plan, (v) Approving Procedures for Notice of the Confirmation Hearing and for Filing Objections to Confirmation of the Plan, and (vi) Granting Related Relief* [Docket No. 2422];

- filed on April 1, 2019, (i) the *Third Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2430] and (ii) the *Disclosure Statement for the Third Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2431];

- following the Court's entry on April 11, 2019 of the *Order Denying Motion to Approve Disclosure Statement* [Docket No. 2500] filed on April 18, 2019, (i) the *Fourth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2529]; (ii) *Disclosure Statement for the Fourth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2530]; and (iii) *Debtors' Motion for Order (i) Approving Disclosure Statement, (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Debtors' Joint Chapter 11 Plan, (iii) Approving the Form of Ballots, (iv) Scheduling a Hearing on Confirmation of the Plan, (v) Approving Procedures for Notice of the Confirmation Hearing and for Filing*

Objections to Confirmation of the Plan, and (vi) Granting Related Relief [Docket No. 2531] (the "Disclosure Statement Motion");

- filed on April 18, 2019, the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to Enter Into and Perform Under the Consent and Waiver to the Settlement Agreement and (II) Granting Related Relief* [Docket No. 2528];

- filed on May 17, 2019, (i) the *Fifth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2658] and (ii) the *Disclosure Statement for the Fifth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2661];

- filed on May 20, 2019, the *Notice of Filing Solicitation Version of Fifth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code and Solicitation Version of Disclosure Statement for the Fifth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2675];

- obtained, on May 23, 2019, the *Order (I) Authorizing the Debtors to Enter Into and Perform Under the Consent and Waiver to the Settlement Agreement and (II) Granting Related Relief* [Docket No. 2691] (the "Consent and Waiver Order");

- obtained, on May 29, 2019, the *Order (i) Approving Disclosure Statement, (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Debtors' Joint Chapter 11 Plan, (iii) Approving the Form of Ballots, (iv) Scheduling a Hearing on Confirmation of the Plan, (v) Approving Procedures for Notice of the Confirmation Hearing and for Filing Objections to Confirmation of the Plan, and (vi) Granting Related Relief* [Docket No. 2714] (the "Disclosure Statement Order") approving the Disclosure Statement, solicitation procedures (the "Solicitation Procedures") and related notices, forms, and ballots (collectively, the "Solicitation Packages");

- filed on May 30, 2019, the *Notice of Filing Updated Solicitation Version of Disclosure Statement for the Fifth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2721] (the "Disclosure Statement");

- caused the Solicitation Packages and notice of the Confirmation Hearing and the deadline for objecting to confirmation of the Plan to be distributed beginning on or about June 4, 2019 (the "Solicitation Date"), in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules"), the Disclosure Statement Order and the Solicitation Procedures, as evidence by, among other things the *Affidavit of Service of Solicitation Materials* [Docket No. 2786] (the "Solicitation Affidavit");

- caused notice of the Confirmation Hearing to be published on or about June 12, 2019, in the publications listed on Exhibit 24 to the Disclosure Statement Order, as evidenced by the *Affidavit of Publication* [Docket No. 2775] (the "Publication Affidavit");

- filed on July 23, 2019, the *Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2934];

- filed on July 23, 2019, the *Plan Supplement for the Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2936] (as the same may have been subsequently modified, supplemented, or otherwise amended from time to time, the "Plan Supplement");

- filed on July 30, 2019, the *Amended Exhibit G to Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp., et. al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2951];

- filed on August 1, 2019, the *Amended Exhibit B to Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp., et. al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2966];

- filed on August 1, 2019, the *Amended Exhibit C to Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp., et. al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2967];

- filed on August 1, 2019, the *Amended Exhibit D to Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp., et. al., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2968];

- filed on August 13, 2019, the *Declaration of James Daloia of Prime Clerk LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 3030] (as may be supplemented from time to time by the Debtors or the Reorganized Debtors, as applicable) (the "Voting Declaration");

- filed on August 16, 2019, the Plan;

- filed on August 16, 2019, the *Debtors' Memorandum of Law in Support of Confirmation of the Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 3064] (the "Confirmation Memorandum");

- filed on August 16, 2019, the *Expert Declaration of Charles M. Moore in Support of Confirmation of the Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 3057] (the "Moore Expert Declaration");

- filed on August 16, 2019, the *Declaration of David A. Henderson in Support of Confirmation of the Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.*, at al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 3059] (the "Henderson Declaration");

- filed on August 16, 2019, the *Declaration of David B. Hamilton in Support of Confirmation of the Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.*, et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 3060] (the "Hamilton Declaration");

- filed on August 16, 2019, the *Declaration of Charles M. Moore in Support of Confirmation of the Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 3058] (the "Moore Confirmation Declaration" and, together with the Moore Expert Declaration, the Voting Declaration, the Henderson Declaration, and the Hamilton Declaration, the "Declarations");

- submitted on August 19, 2019, the *Declaration of John Seymour in Support of Confirmation of the Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.*, et al., *Pursuant to Chapter 11 of the Bankruptcy Code*;

- submitted on August 19, 2019, the *Declaration of Tyler W. Cowan in Support of Confirmation of the Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.*, et al., *Pursuant to Chapter 11 of the Bankruptcy Code*; and

- submitted on August 19, 2019, the *Declaration of Francis W. Seymore in Support of Confirmation of the Seventh Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.*, et al., *Pursuant to Chapter 11 of the Bankruptcy Code*;

This Court having:

- entered the *Order Granting Motion of Debtors to Approve Settlement Among the Debtors, Non-Debtor Affiliates and Certain Other Settlement Parties Pursuant to 11 U.S.C. §§ 105, 363, 365, and 502 and Rule 9019 of the Federal Rules of Bankruptcy Procedure* [Docket No. 1465] on September 27, 2018;

- entered the *Revised Order Scheduling Certain Hearing Dates, Deadlines and Protocols in Connection with the Confirmation of Debtors' Plan of Reorganization* [Docket No. 2702] on May 24, 2019;

- held the Confirmation Hearing on August 20, 2019 and August 21, 2019;

- reviewed the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Memorandum, and all pleadings, exhibits, statements, responses, and comments regarding confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;

- considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings, and other evidence presented at the Confirmation Hearing; and

- overruled any and all objections to the Plan and to confirmation, except as otherwise stated or indicated on the record, and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated.

NOW, THEREFORE, the Court having found that notice of the Confirmation Hearing and the opportunity for any party to object to confirmation has been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of confirmation and all evidence proffered or adduced by counsel at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following findings of fact, conclusions of law, and order:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth in this Confirmation Order and on the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extend any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue.

2. On the Petition Date, the Debtors commenced the Chapter 11 Cases. Venue in this Court was proper as of the Petition Date and remains proper under 28 U.S.C. §§1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject

matter jurisdiction over this matter under 28 U.S.C. § 1334. The Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

C. Eligibility for Relief.

3. The Debtors were and continue to be entities eligible for relief under section 109 of the Bankruptcy Code.

D. Commencement and Joint Administration of the Chapter 11 Cases.

4. On April 3, 2018, the Court entered an order [Docket No. 126] authorizing the joint administration of the Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases.

5. On April 11, 2018, the United States Trustee (the "U.S. Trustee") appointed the official committee of unsecured creditors (the "Committee") pursuant to section 1102 of the Bankruptcy Code [Docket No. 279].

E. Judicial Notice.

6. The Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

F. Plan Supplement.

7. Commencing on July 23, 2019 [Docket Nos. 2936, 2960, 2966, 2967, and 2968], the Debtors filed the Plan Supplement with the Court. The documents identified in the Plan

Supplement were filed as required and notice of such documents was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was in compliance with the provisions of the Plan, the Disclosure Statement Order, the Bankruptcy Code and the Bankruptcy Rules. All parties required to be given notice of the documents identified in the Plan Supplement have been provided due, proper, timely and adequate notice and have had an opportunity to appear and be heard with respect thereto. The transmittal and notice of the Plan Supplement (and all documents identified therein) was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was conducted in good faith. No other or further notice with respect to the Plan Supplement (and all documents identified therein) is necessary or shall be required.

G. Modifications to the Plan.

8. In accordance with section 1127 of the Bankruptcy Code, the modifications to the Plan described or set forth in this Order constitute technical changes, are modifications that are immaterial or do not adversely affect the treatment of any Claim against or Interest in the Debtors under the Plan, or are modifications to which the adversely affected parties have consented. These modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement and solicitation materials served pursuant to the Disclosure Statement Order, and notice of these modifications was adequate and appropriate under the facts and circumstances of the Chapter 11 Cases.

9. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims and Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

10. The filing of the Plan and the Plan Supplement, and the description of the modifications contained therein on the record at the Confirmation Hearing provided due and sufficient notice to all parties in interest under the circumstances of these Chapter 11 Cases.

H. Resolution of Objections.[3]

11. As presented on the record at the Confirmation Hearing, and as provided in this Confirmation Order, the consensual resolutions of those objections that were resolved at or prior

[3] The following objections were filed to confirmation of the Plan (i) *Objection by Utility Workers Union of America, Local 270, AFL-CIO, to Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code, and Exhibits* [Docket No. 2970] (the "Unions' Objection" and the objecting parties, the "Unions"); (ii) *Objection of Federal Energy Regulatory Commission to Confirmation of Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2971] (the "FERC Objection" and the objecting party, "FERC"); (iii) *Ohio Consumers' Counsel's Joinder with Objection of Federal Energy Regulatory Commission and Ohio Consumers' Counsel's Own Objection to Confirmation of Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.*, et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2973] (the "OCC Objection" and the objecting party, the "OCC"); (iv) *Objection of American Centrifuge Enrichment, LLC and United States Enrichment Corporation to Confirmation of the Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions, Corp.,* at al. [Docket No. 2976] (the "USEC Objection" and the objecting party, "USEC"); (v) *Letter from Jeff Barge* [Docket No. 2977] (the "Barge Objection"); (vi) *Objection of Ohio Valley Electric Corporation to Confirmation of Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2978] (the "OVEC Objection" and the objecting party, "OVEC"); (vii) *Maryland Solar's Limited Objection to Confirmation of Fifth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2979] (the "Maryland Solar Objection" and the objecting party "Maryland Solar"); (viii) *United States' Objection to Confirmation of the Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.*, et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2980] (the "DOJ Objection" and the objecting party, the "DOJ"); (ix) *Limited Objection of UniTech Services Group, Inc. to the Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2982] (the "UniTech Objection" and the objecting party, "UniTech"); (x) *Feasibility Objection of the Environmental Law & Policy Center, Ohio Citizen Action, Ohio Environmental Council and Environmental Defense Fund to Debtors' Sixth Amended Joint Plan of Reorganization* [Docket No. 2984] (the "ELPC Objection" and the objecting parties, collectively, the "ELPC") and (xi) *Objection of United States Trustee to Confirmation of Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al., *Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 2986] (the "U.S. Trustee Objection"). Additionally, the following objections were filed in connection with the proposed assumption or rejection of executory contracts and/or unexpired leases: (i) *Limited Objection of JAIX Leasing Company to Notice of (a) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtors Pursuant to the Plan, (b) Cure Amounts, if Any, and (c) Related Procedures in Connection Therewith* [Docket No. 2974] (the "JAIX Objection"); (ii) *Baker Bohnert, LLC's Objection to Confirmation of Fifth Amended Joint Plan of Reorganization of FirstEnergy Solutions Corp.,* et al. [Docket No. 2983] (the "Baker Bohnert Objection"); (iii) *Limited Objection of NAES Power Contractors, Inc. to Debtors' Notice of (a) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtors Pursuant to the Plan, (b) Cure Amounts, if any, and (c) Related Procedures in Connection Therewith* [Docket No. 3003] (the "NAES Objection"); (iv) *Limited Objection of Duquesne Light Company to Notice of (a) Executory Contracts and Unexpired Leases to be Assumed or Assumed and Assigned by the Debtors Pursuant to this Plan, (b) Cure Amount, if any and (c) Related Procedures in Connection Therewith and Sixth Amended Joint Plan of Reorganization of FirstEnergy Solutions, Corp.* et. al. [Docket No. 3004] (the "Duquesne Objection"); and (v) *Limited*

to the Confirmation Hearing satisfy all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules, are in the best interests of the Debtors and their estates, and are hereby approved. All objections, statements and reservations of rights that were not resolved prior to or at the Confirmation Hearing, and were not withdrawn, are overruled.

I. Disclosure Statement Order.

12. On May 29, 2019, the Court entered the Disclosure Statement Order [Docket No. 2714], which, among other things, fixed August 2, 2019, as the deadline for voting to accept or reject the Plan (the "Voting Deadline"), as well as the deadline for objecting to the Plan (the "Objection Deadline"). Additionally, the Disclosure Statement Order approved the Disclosure Statement, finding that it contained "adequate information" within the meaning of section 1125 of the Bankruptcy Code, and established procedures for the Debtors' solicitation and tabulation of votes on the Plan.

J. Transmittal and Mailing of Materials; Notice.

13. As evidenced by the Solicitation Affidavit, the Publication Affidavit and the Voting Declaration, the Debtors provided due, adequate and sufficient notice of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Scheduling Order, the Solicitation Packages, the Confirmation Hearing, the Plan Supplement, and all other materials distributed by the Debtors in connection with confirmation of the Plan in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b) and the procedures set forth in the Disclosure Statement Order. The Debtors provided due, adequate, and sufficient notice of the Objection Deadline and the Confirmation Hearing (as may be continued from time to time) and served each of the Ballots and notices as described in the Disclosure Statement Order in compliance with the

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Objection of Enerfab Power & Industrial, Inc., to Debtor's Contract Cure Amounts [Docket No. 3015] (the "Enerfab Objection").

Bankruptcy Code, Bankruptcy Rules and the Disclosure Statement Order. No other or further notice is or shall be required.

K. Solicitation.

14. The Debtors solicited votes for acceptance and rejection of the Plan in good faith and such solicitation complied with sections 1125 and 1126, and all other applicable sections, of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, and the Disclosure Statement Order and all other applicable rules, laws, and regulations.

L. Voting Declaration.

15. Prior to the Confirmation Hearing, the Debtors filed the Voting Declaration. The procedures used to tabulate ballots were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations.

16. As set forth in the Plan and the Disclosure Statement, Holders of Claims in Classes A3, A4, A5, A6, A7, A8, B4, B5,B6, B7, B8, B9, C3, C4, C5, C6, C7,C8, D3, D4, D5, D6, E3, E4, E5, E6, F3, and G3 (collectively, the "Voting Classes") were eligible to vote to accept or reject the Plan in accordance with the Solicitation Procedures. Holders of Claims and Interests in Classes A1, A2, B1, B2, B3, B11, C1, C2, C10, D1, D2, E1, E2, F1, F2, G1, G2, and G5 (collectively, the "Deemed Accepting Classes") are Unimpaired and conclusively presumed to accept the Plan and, therefore, could not vote to accept or reject the Plan. Holders of Claims or Interests in Classes A10, D8, E8, and F5 (collectively, the "Deemed Rejecting Classes") are Impaired under the Plan, entitled to no recovery under the Plan, and are therefore deemed to have rejected the Plan. Holders of Claims in Classes A9, B10, C9, D7, E7, F4, and G4 are inter-Debtor Claims and are not entitled to vote to accept or reject the Plan.

17. As evidenced by the Voting Declaration, Voting Classes A3, A4, A5, A7, A8 B4, B5, B6, B7, B8, B9, C3, C4, C5, C6, D3, D4, D6, E3, E5, F3, and G3 have voted to accept the Plan and Voting Classes A6, C7, D5, and E4 have voted to reject the Plan. No votes were received in Voting Classes C8 or E6.

M. Bankruptcy Rule 3016.

18. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and Plan with the Court, thereby satisfying Bankruptcy Rule 3016(b).

N. Burden of Proof.

19. The Debtors, as proponents of the Plan, have satisfied their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for confirmation. Further, the Debtors have proven the elements of sections 1129(a) and 1129(b) by clear and convincing evidence.

O. Compliance with the Requirements of Section 1129 of the Bankruptcy Code.

20. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

a. Section 1129(a)(1)—Compliance with Applicable Provisions of the Bankruptcy Code.

21. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

i. Sections 1122 and 1123(a)(1)—Proper Classification.

22. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into 57

different Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, Professional Fee Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and are not required to be designated as separate Classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not implemented for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims and Interests.

23. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests substantially similar to the other Claims or Interests within that Class. Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b) and 1123(a)(1) of the Bankruptcy Code.

ii. Section 1123(a)(2)—Specification of Unimpaired Classes.

24. Article III of the Plan specifies that Claims and Interests in Classes A1, A2, B1, B2, B3, B11, C1, C2, C10, D1, D2, E1, E2, F1, F2, G1, and G2 are Unimpaired under the Plan. Additionally, Article II of the Plan specifies that Administrative Claims and Priority Tax Claims are Unimpaired, although the Plan does not classify these Claims. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

iii. Section 1123(a)(3)—Specification of Treatment of Impaired Classes.

25. Article III of the Plan specifies the treatment of each Impaired Class under the Plan. Specifically, Sections III.B.1 through III.B.57 of the Plan specify the treatment of Claims and Interests in such Classes. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

iv. Section 1123(a)(4)—No Discrimination.

26. Article III of the Plan provides the same treatment to each Claim or Interest in any particular Class, as the case may be, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

v. Section 1123(a)(5)—Adequate Means for Plan Implementation.

27. The Plan and the various documents included in the Plan Supplement provide adequate and proper means for the execution and implementation of the Plan, including, without limitation, (i) the implementation of the FE Settlement Agreement, the Plan Settlement, the Mansfield Settlement, and the Mansfield Owner Parties' Settlement; (ii) the New Organizational Documents; (iii) the consummation of the Restructuring Transactions contemplated by the Plan; (iv) the cancellation of certain existing agreements, obligations, instruments, and Interests; (v) the vesting of the assets of the Debtors' Estates in the Reorganized Debtors, including, as applicable, New Holdco; and (vi) the execution, delivery, filing, or recording of all contracts, instruments, releases, and other agreements or documents in furtherance of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

vi. Section 1123(a)(6)—Non-Voting Equity Securities.

28. The New Organizational Documents prohibit the issuance of non-voting securities to the extent prohibited by section 1123(a)(6) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

vii. Section 1123(a)(7)—Directors, Officers, and Trustees.

29. The Reorganized Debtors' initial directors and officers have been disclosed at or prior to the Confirmation Hearing, which is consistent with the interests of creditors and equity

holders and with public policy. The initial directors of New Holdco were selected consistent with the terms of the Restructuring Support Agreement. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

b. Section 1123(b)—Discretionary Contents of the Plan.

30. The Plan contains various provisions that may be construed as discretionary but not necessary for confirmation under the Bankruptcy Code. Any such discretionary provision in the Plan complies with section 1123(b) of the Bankruptcy Code and is consistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).

i. Impairment/Unimpairment of Any Class of Claims or Interests.

31. Pursuant to the Plan, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

ii. Assumption and Rejection of Executory Contracts or Unexpired Leases.

32. The Debtors (as applicable) have exercised sound business judgment in determining whether to assume or reject each of their Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, Article V of the Plan and as set forth in the Plan Supplement. Article V of the Plan provides for the assumption and, with respect to certain Executory Contracts and Unexpired Leases, assignment of the Debtors' Executory Contracts and Unexpired Leases as of the Effective Date unless such Executory Contract or Unexpired Lease: (i) was previously assumed or rejected; (ii) is identified on the Rejected Executory Contract or Unexpired Lease list; (iii) is the subject of a motion to reject an Executory Contract or Unexpired Lease that is pending on the date of entry of this Order; or (iv) is subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested

effective date of such rejection is after the Effective Date. Except as set forth herein and/or in separate orders entered by the Court relating to assumption of Executory Contracts and Unexpired Leases, the Debtors have cured or provided adequate assurance that they will cure defaults (if any) under or relating to each Executory Contract and Unexpired Lease assumed under the Plan.

33. On the Effective Date, each of the Mansfield Facility Documents shall be deemed rejected and terminated *nunc pro tunc* to the Petition Date pursuant to the Mansfield Unit 1 Transfer Agreement as contemplated by the Mansfield Settlement and the Mansfield Owner Parties' Settlement.

34. FG and FENOC have reached framework agreements with the unions regarding modifications to their collective bargaining agreements. On the Effective Date, FG and FENOC will assume their collective bargaining agreements as modified by the framework agreements and any other documents entered into by the parties to the collective bargaining agreements to implement the modifications set forth in the framework agreements. As set forth in the framework agreements signed by the Unions and FENOC, the Unions' Objection shall be withdrawn.

iii. Compromise and Settlement.

35. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual and legal rights that a Holder of a Claim or Interest against a Debtor may have with respect to any Allowed Claim or Interests or any distribution to be made on account of such Allowed Claim or Interest. For the avoidance of doubt, nothing in the Plan Settlement is intended, nor shall be interpreted, to settle, resolve or release any claim of any non-

debtor party against any other non-debtor party, except as otherwise set forth in Sections VIII.D or VIII.E of the Plan.

iv. Debtor Release.

36. The releases of Claims and Causes of Action by the Debtors described in Article VIII.C of the Plan in accordance with section 1123(b)(3)(A) of the Bankruptcy Code represent a valid exercise of the Debtors' business judgment under Bankruptcy Rule 9019 (the "Debtor Release"). The pursuit by the Debtors, or the Reorganized Debtors, of any such claims against the Released Parties is not in the best interests of the Estates' various constituencies because the costs involved would likely outweigh any potential benefit from pursuing such Claims. The Debtor Release is furthermore: (i) an essential means of implementing the Plan, (ii) an integral and non-severable element of the Plan and the transactions incorporated therein, (iii) conferring a material benefit on, and in the best interests of, the Debtors, their Estates and their creditors, (iv) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties-in-interest in the Chapter 11 Cases with respect to the Debtors, (v) is fair, equitable and reasonable and in exchange for good and valuable consideration and (vi) is consistent with Sections 105, 1123, 1129, 1141 and other applicable provisions of the Bankruptcy Code..

37. The Debtor Release appropriately offers protection to parties that constructively participated in the Debtors' restructuring process including the FE Non-Debtor Parties, the members of the Committee, the members of the Ad Hoc Noteholder Group, the Mansfield Certificateholders Group, the FES Creditor Group, the Mansfield Owner Parties, and to the extent not included in the foregoing, the Other Released Parties. Such protections from liability facilitated the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan, the Plan Settlement and the FE Settlement Agreement.

Specifically, the Released Parties under the Plan contributed to the Debtors' Chapter 11 Cases, including, as applicable, entering into the Process Support Agreement, the Standstill Agreement, the Restructuring Support Agreement, the FE Settlement Agreement, the Mansfield Settlement and the Mansfield Owner Parties' Settlement. The Debtors and the Reorganized Debtors shall be deemed to provide the release set forth in Article VIII.C of the Plan as of the Effective Date.

38. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan and the FE Settlement Agreement, the Debtor Release is approved and authorized in its entirety.

v. Release by Holders of Claims and Interests.

39. The release by the Consenting Creditors and the Committee set forth in Article VIII.D of the Plan (the "FE Settlement Party Release"), is an essential provision of the Plan. The FE Settlement Party Release is (i) an essential means of implementing the Plan; (ii) fair, equitable, and reasonable and in exchange for the good and valuable consideration provided by the FE Non-Debtor Parties pursuant to the FE Settlement Agreement and otherwise; (iii) a good-faith settlement and compromise of the claims and Causes of Action released by the FE Settlement Party Release; (iv) a bar to any of the Consenting Creditors or the Committee asserting any claim or Cause of Action released by the FE Settlement Party Release against any of the FE Non-Debtor Parties; (v) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Court; (vi) an integral and non-severable element of the Plan and the transactions incorporated therein; (vii) confers a material benefit on, and is in the best interests of, the Debtors, their Estates and their creditors; and (viii) is important to the overall objectives of the

Plan to finally resolve all Claims among or against the parties-in-interest in the Chapter 11 Cases with respect to the Debtors.

40. The FE Settlement Party Release is an integral part of the Plan. The FE Settlement Party Release was instrumental to the FE Settlement Agreement, which in turn provided important benefits to the Debtors and their estates in developing a path forward for the Reorganized Debtors and preventing potentially significant and time-consuming litigation. The FE Settlement Party Release was a core negotiating point in connection with and instrumental in developing the FE Settlement Agreement and the Plan. As such, the FE Settlement Party Release appropriately offers certain protection to the FE Non-Debtor Parties in accordance with the agreements previously approved by this Court in connection with the FE Settlement Agreement.

41. The release by the Holders of Claims and Interests that (i) voted to accept the Plan or (ii) are deemed to have accepted the Plan set forth in Article VIII.E of the Plan (the "Consensual Third Party Release"), is an essential provision of the Plan. The Consensual Third Party Release is: (i) an essential means of implementing the Plan; (ii) fair, equitable, and reasonable and in exchange for the good and valuable consideration provided by the Released Parties pursuant to the FE Settlement Agreement and otherwise; (iii) a good-faith settlement and compromise of the claims and Causes of Action released by the Consensual Third Party Release; (iv) materially beneficial to, and in the best interests of, the Debtors, their Estates, and their stakeholders; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for hearing; (vii) a bar to any of the parties deemed to grant the Consensual Third Party Release asserting any claim or Cause of Action released by the Consensual Third Party Release against any of the Released Parties (which, for the avoidance of doubt, includes the FE Non-Debtor Parties); (viii) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy

Code; (ix) an integral and non-severable element of the Plan and the transactions incorporated therein; (x) confers a material benefit on, and is in the best interests of, the Debtors, their Estates and their creditors, and (xi) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties-in-interest in the Chapter 11 Cases with respect to the Debtors.

42. Like the Debtor Release, and the FE Settlement Party Release, the Consensual Third Party Release facilitated participation in the Plan and the chapter 11 process generally. The Consensual Third Party Release was instrumental to the FE Settlement Agreement and the Restructuring Support Agreement, which provided important benefits to the Debtors and their estates in developing a path forward for the Reorganized Debtors and preventing potentially significant and time-consuming litigation. The Consensual Third Party Release was a core negotiating point in connection with and instrumental in developing the FE Settlement Agreement and the Plan. As such, the Consensual Third Party Release appropriately offers certain protection to parties that have constructively participated in the Debtors' restructuring process by supporting the Plan.

43. The parties that are deemed to grant the Consensual Third Party Release shall be deemed to provide such release for all claims and Causes of Action that relate to the Debtors, the Reorganized Debtors, and the FE Non-Debtor Parties as of the Effective Date. The scope of the Consensual Third Party Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases, and parties received due and adequate notice of the Consensual Third Party Release. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Consensual Third Party Release to the Plan and the settlements and compromises contained therein, the Consensual Third Party Release is approved and authorized in its entirety.

vi. Exculpation.

44. The exculpation provisions set forth in Article VIII.F of the Plan are essential to the Plan. The exculpation provision was negotiated by the Debtors and the Exculpated Parties and was agreed upon in return for the Exculpated Parties providing benefits to the Debtors. The record in the Chapter 11 Cases fully supports the exculpation and the exculpation provisions set forth in Article VIII,F of the Plan, which are appropriately tailored to protect the Exculpated Parties from inappropriate litigation arising from their participation in the Chapter 11 Cases and the Debtors' restructuring. The exculpation provisions in the Plan do not relieve any party of liability for an act or omission to the extent such act or omission is determined by a final order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct or gross negligence. Based upon the record of these Chapter 11 Cases, including the *Order Granting Application of Consenting Creditors Pursuant to 11 U.S.C. §§ 503(b)(3)(D) and 503(b)(4) for Allowance and Payment of Fees and Expenses Incurred in Making a Substantial Contribution* [Docket No. 2694] (the "Substantial Contribution Order"), the Declarations, and the evidence proffered or adduced at the Confirmation Hearing, the Bankruptcy Court finds that the exculpation provisions set forth in Article VIII.F of the Plan are consistent with the Bankruptcy Code and applicable law.

vii. Injunction.

45. Section 105(a) of the Bankruptcy Code permits issuance of an injunction in order to give effect to the releases and exculpation provisions of the Plan. As established based upon the record in these Chapter 11 Cases, the Declarations, and the evidence proffered or adduced at the Confirmation Hearing, the injunction provisions set forth in Article VIII.G of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release, the FE Settlement Party Release, the Consensual Third Party Release, and the

exculpations. Such injunction provisions are appropriately tailored to achieve those purposes. The failure to include the injunction, and to effectuate the release and exculpation provisions of the Plan, would seriously impair the Debtors' ability to confirm a Plan in these Chapter 11 Cases.

46. The Court finds that it has jurisdiction pursuant to 28 U.S.C. § 1334 to enforce the injunctions set forth in Article VIII.G of the Plan in accordance with their terms.

viii. Preservation of Claims and Causes of Action.

47. Article IV.Q of the Plan appropriately provides for the preservation of certain Causes of Action in accordance with section 1123(b)(3)(B) of the Bankruptcy Code. Causes of Action not released by the Debtors or exculpated under the Plan will be retained by the Reorganized Debtors and/or transferred to the Plan Administrator, as provided by the Plan. The provisions regarding Causes of Action in the Plan are appropriate and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests against the Debtors. For the avoidance of doubt, Causes of Action released or exculpated under the Plan will not be retained by the Reorganized Debtors.

c. Section 1123(d) – Cure of Defaults.

48. Article V.C of the Plan provides for the satisfaction of Cure Claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Any monetary defaults under each Assumed Executory Contract or Unexpired Lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described in Article V.C of the Plan, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Any disputed cure amounts will be determined in accordance with the procedures set forth in Article V.C of the Plan and applicable bankruptcy and

nonbankruptcy law. As such, the Plan provides that the Reorganized Debtors will cure, or provide adequate assurance that they will promptly cure, defaults with respect to Assumed Executory Contracts or Unexpired Leases in accordance with section 365(b)(1) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

d. Section 1125 – Solicitation.

49. The Debtors and their agents solicited votes to accept or reject the Plan after the Court approved the adequacy of the Disclosure Statement, pursuant to section 1125(g) of the Bankruptcy Code and the Disclosure Statement Order.

50. The Debtors and their agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Disclosure Statement Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article VIII.F of the Plan.

51. The Debtors and their agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan,

so long as such distributions are made consistent with and pursuant to the Plan. The Unions' Objection is hereby overruled.

e. Section 1129(a)(2) – Compliance with the Applicable Provisions of the Bankruptcy Code.

52. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128 and Bankruptcy Rules 3017, 3018, and 3019.

f. Section 1129(a)(3) – Proposal of Plan in Good Faith.

53. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the hearings on the Disclosure Statement and the record of the Confirmation Hearing and other proceedings held in the Chapter 11 Cases.

54. The Plan is the product of good faith, arm's-length negotiations by and among the Debtors, the Debtors' disinterested directors, the Committee, the Ad Hoc Noteholder Group, the Mansfield Certificateholders Group, the FES Creditor Group, the Mansfield Owner Parties, the FE Non-Debtor Parties and certain of the Debtors' other stakeholders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith, serve the public interest, and assure fair treatment of Holders of Claims and Interests against such Debtors. Consistent with the overriding purpose of chapter 11, the Debtors filed the Chapter 11 Cases, and proposed the Plan, with the legitimate purpose of allowing the Debtors to

reorganize their business and operations and maximize stakeholder value. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

g. Section 1129(a)(4) – Court Approval of Certain Payments as Reasonable.

55. Any payment made or to be made by the Debtors, or by a person issuing securities under the Plan as it relates to the Debtors, for services or costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).

h. Section 1129(a)(5) – Disclosure of Directors and Officers and Consistency with the Interests of Creditors and Public Policy.

56. The identities and affiliations of the Reorganized Debtors' initial directors and officers have been disclosed in the Plan Supplement, or at or prior to the Confirmation Hearing. The appointment of such directors and officers is consistent with the interests of creditors and with public policy. The identity of any insider that shall be employed or retained by the Reorganized Debtors, and the nature of such insider's compensation, has been disclosed in the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

i. Section 1129(a)(6) – Rate Changes.

57. The Plan does not contain any rate changes for the Debtors that would require approval of any governmental regulatory commission and therefore will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the

Plan. The OVEC Objection, FERC Objection, OCC Objection, and Maryland Solar Objection are hereby overruled.

j. Section 1129(a)(7) – Best Interests of Holders of Claims and Interests.

58. The evidence in support of the Plan that was proffered or adduced at the Confirmation Hearing and the facts and circumstances of the Chapter 11 Cases, establish that each Holder of Allowed Claims or Interests in every Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. As a result, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

k. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Certain Impaired Class.

59. Claims and Interests in Classes A1, A2, B1, B2, B3, B11, C1, C2, C10, D1, D2, E1, E2, F1, F2, G1, and G2 are Unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan. Classes A3, A4, A5, A7, A8, B4, B5, B6, B7, B8, B9, C3, C4, C5, C6, D3, D4, D6, E3, E5, F3 and G3, which are Impaired Classes of Claims eligible to vote, have affirmatively voted to accept the Plan. As such, section 1129(a)(8) is satisfied with respect to such Classes of Claims. Because the Plan has not been accepted by the Deemed Rejecting Classes and Classes A6, C7, D5, and E4 (collectively, the "Rejecting Classes"), the Debtors seek Confirmation of the Plan under section 1129(b), rather than section 1129(a)(8) of the Bankruptcy Code. Thus, although section 1129(a)(8) has not been satisfied with respect to the Rejecting Classes, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes and thus

satisfies section 1129(b) of the Bankruptcy Code with respect to such Classes as described further below.

l. Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.

60. The treatment of Administrative Claims, Professional Fee Claims and Priority Tax Claims under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

m. Section 1129(a)(10)—Acceptance by at Least One Impaired Class.

61. As set forth in the Voting Declaration, Classes A3, A4, A5, A7, A8, B4, B5, B6, B7, B8, B9, C3, C4, C5, C6, C8, D4, D6, E3, E5, F3 and G3, which were Impaired Classes of Claims entitled to vote on the Plan, have voted to accept the Plan. As such, there is at least one Class of Claims that is Impaired under the Plan and has accepted the Plan, determined without including any acceptance of the Plan by any insider (as defined by the Bankruptcy Code). Accordingly, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

n. Section 1129(a)(11) – Feasibility of the Plan.

62. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors at or before the Confirmation Hearing, including the *Expert Report of Charles M. Moore, CPA, Rebuttal Report of Charles M. Moore, CPA, Expert Report of John Seymour, PE* and *Rebuttal Report of John Seymour, PE*: (i) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (ii) has not been controverted by other persuasive evidence; (iii) establishes that the Plan is feasible and confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; and (iv) establishes that the Debtors will have sufficient funds available to meet their obligations under the Plan—including sufficient

amounts of Cash to reasonably ensure payment of, among other things, Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, any Allowed Other Secured Claims, Allowed Professional Fee Claims, ongoing environmental obligations and other Allowed Claims that will receive Cash distributions pursuant to the terms of the Plan and other expenses in accordance with the terms of the Plan and section 507(a) of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

o. Section 1129(a)(12) – Payment of Statutory Fees.

63. All reports and fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Effective Date shall be filed and paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each and every one of the Debtors shall remain obligated to pay quarterly fees to the Office of the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

p. Section 1129(a)(13) – Retiree Benefits.

64. The Debtors have been paying all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, during the Chapter 11 Cases owed to the Debtors' former employees. The Debtors will continue to pay all such retiree benefits until the Effective Date. The FE Settlement Agreement provides that FE Corp., from and after the Effective Date, will pay or cause to be paid (including from an applicable trust or other funding vehicle maintained by any FE Non-Debtor Party) Retiree Group Life Insurance Claims (as defined in the FE Settlement Agreement), Limited Retiree Medical Claims (as defined in the FE Settlement Agreement) with respect to any

of the Debtors' Retirees (as defined in the FE Settlement Agreement) and any Limited Union Medical Claims (as defined in the FE Settlement Agreement). Accordingly, the Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

q. Section 1129(a)(14), (15), and (16) – Domestic Support Obligations, Individuals, and Nonprofit Corporations.

65. The Debtors do not owe any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(14), 1129(a)(15) and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases.

r. Section 1129(b) – Confirmation of the Plan over Nonacceptance of Impaired Class.

66. Notwithstanding the fact that the Rejecting Classes have not accepted the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. First, the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes because no Class of Claims or Interests having similar legal rights to the Claims and Interests in the Rejecting Classes is receiving different treatment under the Plan. Second, the Plan is "fair and equitable" as to the Rejecting Classes because (i) no Interests or Claims junior to the Claims or Interests of the Rejecting Classes will receive or retain any property under the Plan on account of such junior Interests or Claims and (ii) no holder of a Claim senior to the respective Rejecting Classes is receiving more than equal value on account of its Claim. As a result, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Thus, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code is not satisfied. After entry of the Confirmation Order and upon the occurrence of the Effective Date, the Plan shall be binding upon the members of the Rejecting Classes.

s. Section 1129(c)—Only One Plan.

67. Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

t. Section 1129(d) – Principal Purpose of the Plan is Not Avoidance of Taxes or Section 5 of the Securities Act.

68. No Governmental Unit has required that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

u. Section 1129(e) – Not Small Business Cases.

69. The Chapter 11 Cases are not small business cases, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

P. Satisfaction of Confirmation Requirements.

70. Based upon the foregoing, the Plan satisfies the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

Q. Good Faith.

71. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors and the Reorganized Debtors, as applicable, the Debtors' directors and officers, the Committee, the Ad Hoc Noteholder Group, the Mansfield Certificateholders Group, the FES Creditor Group, the Mansfield Owner Parties, the FE Non-Debtor Parties have been, are, and will continue to be acting in good faith if they proceed to:

(i) consummate the Plan and the agreements, settlements, transactions and transfers contemplated thereby in accordance with the Plan and this Order (including, without limitation, the transactions set forth in the FE Settlement Agreement); and (ii) take the actions authorized and directed or contemplated by this Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

R. Conditions to the Effective Date.

72. The Plan shall not become effective unless and until the conditions set forth in Article IX.B of the Plan have been satisfied or waived pursuant to Article IX.C of the Plan. Each of the conditions precedent to confirmation and consummation of the Plan, as set forth in Article IX of the Plan, has been satisfied or waived, or is reasonably likely to be satisfied or waived prior to confirmation of the Plan or the Effective Date, as applicable. Nothing in this paragraph modifies the Debtors' statements on the record at the Confirmation Hearing that the conditions set forth in Article IX.B.11.e of the Plan will not be waived.

S. Implementation.

73. All documents and agreements necessary to implement the Plan, including, without limitation, those contained or summarized in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arm's-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtors are authorized to take any action reasonably necessary or appropriate to consummate such agreements and the transactions contemplated thereby.

74. The terms of the Plan, including the Plan Supplement and all exhibits and schedules thereto, and all other documents filed in connection with the Plan, or executed or to be executed

in connection with the transactions contemplated by the Plan, and all amendments and modifications of any of the foregoing made pursuant to the provisions of the Plan governing such amendments and modifications are incorporated by reference, and approved in all respects, and constitute an integral part of this Order.

T. Vesting of Assets.

75. Except as otherwise provided in the Plan, on the Effective Date, all property in each Debtor, all Causes of Action, and all property acquired by each Debtor pursuant to the Plan, shall vest in each applicable Reorganized Debtor or New Holdco, free and clear of all Liens, Claims, charges, Interests, or other encumbrances. Except as otherwise provided in the Plan, on and after the Effective Date, each of the Reorganized Debtors may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action, except for those Causes of Action or potential Causes of Action specifically assigned to the Plan Administrator, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. All transfers of property of the Estates under the Plan shall be free and clear of all Liens, claims, charges, interests, and other encumbrances, in accordance with applicable law, except as provided for in the Plan and this Confirmation Order. Such transfers include, without limitation, the transfer of full ownership of Mansfield Unit 1, and any and all insurance proceeds recovered on account of Mansfield Unit 1 to which the Consenting Owner Trustee (not in its individual capacity but solely as owner trustee), the FE Owner Trustee (not in its individual capacity but solely as owner trustee), or the Mansfield Indenture Trustee (not in its individual capacity but solely as Mansfield Indenture Trustee) might

otherwise be entitled, pursuant to the Mansfield Unit 1 Transfer Agreement as contemplated by the Mansfield Settlement and the Mansfield Owner Parties' Settlement.

U. Retention of Jurisdiction.

76. The Court properly retains jurisdiction over the matters set forth in Article XI and other applicable provisions of the Plan.

II. ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

77. All requirements for confirmation of the Plan have been satisfied. Accordingly, the Plan is confirmed in its entirety pursuant to Bankruptcy Code section 1129. The terms of the Plan and the Plan Supplement are incorporated by reference into, and are an integral part of, this Confirmation Order.

78. The Plan (including the Plan Supplement and all documents or agreements included therein) and this Confirmation Order will be effective and binding on all parties in interest, including: (i) the Debtors; (ii) the Committee; (iii) the FE Non-Debtor Parties; (iv) the Objecting Parties; and (v) all Holders of Claims and Interests.

79. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related documents, agreements, or exhibits in this Confirmation Order does not impair the effectiveness of that article, section, or provision; it being the intent of the Court that the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety.

A. Objections.

80. To the extent that any Objections (including any reservations of rights contained therein) to Confirmation have not been withdrawn, waived, or settled prior to entry of this

Confirmation Order, are not cured by the relief granted in this Confirmation Order, or have not been otherwise resolved as stated by the Debtors on the record of the Confirmation Hearing, all such Objections (including any reservation of rights contained therein) are hereby overruled on the merits.

B. The Plan Supplement.

81. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto, and all documents and agreements introduced into evidence by the Debtors at the Confirmation Hearing (including all exhibits and attachments thereto), and the execution, delivery and performance thereof by the Debtors and the Plan Administrator, are authorized and approved, and are an integral part of, and incorporated by reference into, the Plan. Without further notice to, or action, order or approval of the Court, the documents included in the Plan Supplement may be amended and supplemented in accordance with the Restructuring Support Agreement, whether prior to or after execution, so long as such amendment or supplement does not materially or adversely change the treatment of holders of Claims under the Plan and is not inconsistent with the terms of the Restructuring Support Agreement. The documents comprising the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms.

C. Deemed Acceptance of Plan as Modified.

82. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to accept the Plan, subject to modifications, if any. No Holder of a Claim shall be permitted to change its vote as a consequence of any modifications to the Plan

that have been incorporated at or prior to the Confirmation Hearing. All modifications to the Plan made after the Solicitation Date are hereby approved, pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

D. Compromise and Settlement of Claims, Equity Interests and Controversies.

83. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits under the plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of the matters resolved pursuant to the Plan Settlement. The Plan Settlement constitutes a settlement of the potential litigation of issues including, among other things, the validity, enforceability and priority of various Inter-Debtor Claims, the allocation of value between and among the Debtors' Estates, including the allocation of the FE Settlement Value among the Debtors, and incorporates the Mansfield Settlement and the Mansfield Owner Parties' Settlement. All of the Classes comprised of Holders of Mansfield Certificate Claims (in that capacity) have accepted the Plan in accordance with section 1126 of the Bankruptcy Code, and, in accordance with the Plan, such acceptance shall be deemed to constitute the consent of all Holders of Mansfield Certificate Claims and the Mansfield Indenture Trustee to the transfer contemplated by the terms of the Mansfield Settlement and the Mansfield Unit 1 Transfer Agreement. In addition, such acceptance of the Plan by all Classes comprised of Holders of the Mansfield Certificate Claims (in that capacity) has caused the Plan to be binding on the Mansfield Indenture Trustee, whereupon the Mansfield Indenture Trustee, without more, shall be legally authorized, regardless of any prerequisites, conditions or other provisions in the Mansfield Lease Note Indentures, the Mansfield Pass Through Trust Agreement or any other document or instrument that might otherwise apply, to take any actions reasonably necessary in order to facilitate the Mansfield

Settlement, including, without limitation, the execution of the Mansfield Unit 1 Transfer Agreement by the Mansfield Indenture Trustee, consenting to execution of the Mansfield Unit 1 Transfer Agreement by the Consenting Owner Trustee and the FE Owner Trustee, and the execution and delivery or recording of any documents reasonably necessary to evidence the release of the Liens of the Mansfield Lease Note Indentures, including, without limitation any such Liens on the undivided interests in Mansfield Unit 1 and the insurance proceeds recovered on account of Mansfield Unit 1. The entry of this Confirmation Order constitutes the Bankruptcy Court's approval of each of the compromises and settlements contemplated in the Plan and comprising the Plan Settlement. Nothing in the Plan Settlement is intended, nor shall be interpreted, to settle, resolve or release any claim of any non-debtor party against any other non-debtor party, except as otherwise set forth in Sections VIII.D and VIII.E of the Plan. Each provision of the Plan, as it pertains to the settlements incorporated therein, shall be deemed non-severable from each other and from the remaining terms of the Plan.

E. Post-Confirmation Notices.

84. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven (7) Business Days after the entry of this Order, the Reorganized Debtors shall cause notice of confirmation of the Plan (the "Notice of Confirmation") to be served by United States mail, first-class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice and no later than seven (7) Business Days after the Effective Date, the Reorganized Debtors shall cause notice of the Effective Date (the "Notice of Effective Date") to be served by United States mail, first-class postage prepaid by hand, or by overnight courier service to all parties served with the Confirmation Hearing Notice; *provided, that* no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors

mailed a Confirmation Hearing Notice but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address.

85. To supplement the notice procedures described in the preceding sentence, no later than ten (10) Business Days after the entry of this Order, the Reorganized Debtors shall cause the Notice of Confirmation, modified for publication, to be published on one occasion in the list of publications attached as Exhibit B to the Disclosure Statement Motion. No later than ten (10) Business Days following the Effective Date, the Reorganized Debtors shall cause the Notice of Effective Date, modified for publication, to be published on one occasion in the same publications. Mailing and publication of the Notice of Confirmation and Notice of Effective Date, in the time and manner set forth herein will be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice is necessary.

F. Effectiveness of All Actions.

86. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date pursuant to this Order, without further application to, or order of the Court, or further action by the Debtors and/or the Reorganized Debtors and their respective directors, officers, members, or stockholders, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

G. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan.

87. Except as otherwise provided in this Confirmation Order or the Plan, including but not limited to any authorizations, consents, and regulatory approvals provided for in Article VIII.I, Article IX.B.10, and Article IX.B.11 of the Plan, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

H. Plan Implementation Authorization.

88. Without further approval of the Bankruptcy Court, the Debtors' boards of directors or managers, or the New Holdco Board, the Debtors are authorized to undertake the Restructuring Transactions. The Debtors, or the Reorganized Debtors, as the case may be, and their respective directors, officers, members, agents, and attorneys, financial advisors, and investment bankers are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document related to the Plan as the same may be modified, amended and supplemented, and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan as it relates to the Debtors in accordance with its terms, or take any or all corporate actions authorized to be taken pursuant to the Plan, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Court. To the extent applicable, any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in

accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. No action of the Debtors' boards of directors or the board of directors of the Reorganized Debtors shall be required to authorize the Debtors or the Reorganized Debtors, as applicable, to enter into, execute and deliver, adopt or amend, as the case may be, any such contract, instrument, release, or other agreement or document related to the Plan, and following the Effective Date, each of the documents related to the Plan will be a legal, valid and binding obligation of the Debtors or the Reorganized Debtors, as applicable, enforceable against the Debtors and the Reorganized Debtors in accordance with the respective terms thereof.

I. Mansfield Settlement and Mansfield Owner Parties' Settlement Implementation Authorization.

89. Pursuant to the terms of the Mansfield Settlement and the Mansfield Owner Parties' Settlement as set forth in the Plan, the Debtors, the Mansfield Indenture Trustee, the Mansfield Owner Parties and the FE Owner Trustee are authorized to execute, file and take any steps otherwise necessary to evidence the transfer of full ownership of Mansfield Unit 1, and any and all insurance proceeds recovered on account of Mansfield Unit 1 to which the Consenting Owner Trustee (not in its individual capacity but solely as owner trustee), the FE Owner Trustee (not in its individual capacity but solely as owner trustee), or the Mansfield Indenture Trustee (not in its individual capacity but solely as Mansfield Indenture Trustee) might otherwise be entitled, including, without limitation, the execution of the Mansfield Unit 1 Transfer Agreement; *provided*, that all classes comprised of Holders of Mansfield Certificate Claims (in that capacity) shall have accepted the Plan in the manner set forth in the immediately succeeding sentence of this paragraph. In that regard, acceptance of the Plan by all of the classes comprised of Holders of the Mansfield Certificate Claims (in that capacity) shall cause the Plan to be binding on the Mansfield Indenture Trustee, in which event the Mansfield Indenture Trustee, without more, shall be legally authorized,

regardless of any prerequisites, conditions or other provisions in the Mansfield Lease Note Indentures, the Mansfield Pass Through Trust Agreement or any other document or instrument that might otherwise apply, to take any actions reasonably necessary in order to facilitate the Mansfield Settlement, including, without limitation, the execution of the Mansfield Unit 1 Transfer Agreement by the Mansfield Indenture Trustee, consenting to the execution of the Mansfield Unit 1 Transfer Agreement by the Consenting Owner Trustee and the FE Owner Trustee, and the execution and delivery or recording of any documents reasonably necessary to evidence the release of Liens of the Mansfield Lease Note Indentures, including without limitation any such Liens on the undivided interests in Mansfield Unit 1 and the insurance proceeds recovered on account of Mansfield Unit 1.

J. Binding Effect.

90. On the date of and after entry of this Order, subject to the occurrence of the Effective Date, and subject to the remaining provisions set forth in this Order, the Plan and the Plan Supplement (including all documents and agreements contained therein) shall bind the Debtors, their estates, any party seeking to act on behalf of, or in respect of, the Debtors or the Debtors' estates, and any Holder of a Claim or Interest against the Debtors and such Holder's respective successors or assigns, whether or not: (i) such Holder's Claim or Interest is Impaired under the Plan; (ii) such Holder has accepted the Plan; (iii) such Holder failed to vote to accept or reject the Plan or voted to reject the Plan; (iv) such Holder is entitled to a distribution under the Plan; (v) such Holder will receive or retain any property or interests in property under the Plan; or (vi) such Holder has filed a Proof of Claim in the Chapter 11 Cases. The Plan and its related documents constitute legal, valid, binding and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to section 1142(a) of the

Bankruptcy Code, the Plan and its related documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

K. Directors and Officers of the Reorganized Debtors.

91. The Reorganized Debtors' initial directors and officers have been disclosed prior to the Confirmation Hearing.

L. Management Incentive Plan.

92. The Reorganized Debtors are authorized to adopt and establish the Management Incentive Plan. For the avoidance of doubt, the Confirmation Order shall not be deemed to be an approval or authorization of the specific terms of the Management Incentive Plan.

M. Release of Liens.

93. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan and except for (i) any FG PCN Claims against FG that are Reinstated in accordance with Article III of the Plan, (ii) any NG Secured PCN Claims against NG that are Reinstated in accordance with Article III of the Plan, (iii) any Other Secured Claims against any Debtor that are Reinstated in accordance with Article III of the Plan and (iv) any Lien on or security interest in cash held by a customer or third party custodian as collateral or security for a customer contract that is assumed by FES, on the Effective Date all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors. To the extent that any Holder of a Secured Claim that has been satisfied or discharged

in full pursuant to the Plan (or any agent for such Holder) has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, as soon as reasonably practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors or the Reorganized Debtors that are reasonably necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

N. Cancellation of Existing Securities and Agreements.

94. Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan or Plan Supplement, on and after the Effective Date, the obligations of the Debtors under the Indentures and any other certificate, share, note, bond, indenture, purchase right, option, warrant, contract, agreement, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such indentures, certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be cancelled solely as to the Debtors and the Reorganized Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder; *provided, however* that the Indentures evidencing indebtedness or obligations not specifically Reinstated pursuant to the Plan shall continue in effect solely for the purposes of (i) allowing the Holders of Unsecured Bondholder Claims to receive distributions on account of their Claims as provided in the Plan, (ii) allowing the Indenture Trustees, as applicable, to make distributions to be made on account of the Unsecured Bondholder Claims, (iii) preserving the

Indenture Trustees' rights to compensation and indemnity under each of the applicable Indentures as against any money or property distributed or allocable to Holders of Unsecured Bondholder Claims, including the Indenture Trustee's rights to maintain, enforce, and exercise their respective charging liens against such money or property, (iv) permitting the Indenture Trustees, as applicable, to enforce any right or obligation owed to them under the Plan, and (v) permitting the Indenture Trustees to appear in the Chapter 11 Cases or in any proceeding in the Court or any other court after the Effective Date on matters relating to the Plan or the Indentures. The FE/FES Revolver shall be cancelled as to the Debtors and the Reorganized Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder. The obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, indentures, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged. For the avoidance of doubt, each of the Indenture Trustees shall be entitled to assert its respective charging liens arising under and in accordance with the applicable Indenture and any ancillary document, instrument, or agreement to obtain payment of its fees and expenses. On and after the Effective Date, all duties and responsibilities of each Indenture Trustee under the applicable Indenture shall be fully discharged except to the extent required in order to effectuate the Plan, including the continued obligations of the Secured PCN Indenture Trustees with respect to the Secured FG PCN Reinstated Claims and the Secured NG PCN Claims that will be Reinstated pursuant to the Plan. Subsequent to the performance by each Indenture Trustee of its obligations pursuant to the Plan

and this Order, such Indenture Trustee and its agents shall be relieved of all further duties and responsibilities related to the applicable Indenture.

O. Securities Law Exemption.

95. Pursuant to section 1145 of the Bankruptcy Code, the issuance of the New Common Stock as contemplated by the Plan is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration before the offering, issuance, distribution, or sale of such securities. The New Common Stock issued pursuant to section 1145 of the Bankruptcy Code is not a "restricted security" as defined in Rule 144(a)(3) under the Securities Act and is freely tradable and transferrable by any initial recipient thereof that (i) at the time of transfer, is not an "affiliate" of the Reorganized Debtors, as defined in Rule 144(a)(1) of the Securities Act and has not been such an "affiliate" within 90 days of such transfer, and (ii) is not an entity that is an "underwriter" as defined in subsection (b) of section 1145 of the Bankruptcy Code. New Common Stock underlying the Management Incentive Plan will be issued pursuant to other available exemptions from registration under the Securities Act and applicable law.

96. Notwithstanding any policies, practices or procedures of DTC or any other applicable clearing system, DTC and all other applicable clearing systems shall cooperate with and take all actions reasonably requested by a Disbursing Agent or an Indenture Trustee to facilitate distributions to Holders of Allowed Claims without requiring that such distributions be characterized as repayments of principal or interest. No Disbursing Agent or Indenture Trustee shall be required to provide indemnification or other security to DTC in connection with any distributions to Holders of Allowed Claims through the facilities of DTC.

97. In connection with any ownership of the New Common Stock that will be reflected through the facilities of DTC on or after the Effective Date, the Reorganized Debtors need not provide any further evidence other than the Plan or this Order with respect to the treatment of the New Common Stock under applicable securities laws. DTC shall be required to accept and conclusively rely upon the Plan and this Order in lieu of a legal opinion regarding whether any of the New Common Stock is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Stock is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

98. On and as of the Effective Date, the Reorganized Debtors shall enter into and deliver the Reorganized Debtors' Stockholders Agreement to each Entity that is intended to be a party thereto and such agreement shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each party thereto shall be bound thereby, in each case without the need for execution by any party thereto other than the Reorganized Debtors. For the avoidance of doubt, each Person or Entity that receives shares of New Common Stock pursuant to the Plan shall automatically be deemed to be a party to the Reorganized Debtors' Stockholders' Agreement, in accordance with its terms, whether it receives shares on or after the Effective Date and regardless of whether it executes a signature page to the Reorganized Debtors' Stockholders' Agreement.

99. On and as of the Effective Date, the Registration Rights Agreement is approved and shall be valid and binding in accordance with its terms and conditions upon the parties thereto, without further notice to or order of the Court, act or action under applicable law, regulation, order,

or rule or vote, consent, authorization, or approval of any Person, subject to such modifications acceptable in accordance with the Registration Rights Agreement.

P. Section 1146 Exemption.

100. Pursuant to, and to the fullest extent permitted by, section 1146 of the Bankruptcy Code, any transfers of property pursuant to, in contemplation of, or in connection with, the Plan, including (i) the Restructuring Transactions; (ii) the issuance of the New Common Stock; (iii) the assignment or surrender of any lease or sublease; and (iv) the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer, mortgage, recording tax, or other similar tax, and upon entry of this Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

Q. Distributions Under the Plan.

101. All distributions under the Plan shall be made in accordance with Article VI of the Plan, and such methods of distribution are approved. The classification of Claims and Interests for purposes of distributions under the Plan shall be governed by the terms of the Plan. The classifications and Claims amounts set forth on ballots tendered to or returned by the Debtors' creditors in connection with voting on the Plan: (i) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (ii) do not necessarily represent and in no event shall be deemed to modify or otherwise affect the actual classification of such Claims under the Plan for

distribution purposes; and (iii) shall not be binding on the Debtors, the Reorganized Debtors, the Plan Administrator, or any holder of a Claim against the Debtors for purposes other than voting on the Plan.

R. Plan Administrator.

102. The Plan Administrator shall serve as Plan Administrator for each of the Debtors pursuant to the terms of the Plan Administrator Agreement including as part of the Plan Supplement. The Plan Administrator Agreement and the terms and conditions thereof are hereby approved.

103. Subject to Article IV.S of the Plan and the terms of the Plan Administrator Agreement, the Plan Administrator shall have the authority and right on behalf of each of the Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to: (i) except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors subject to Bankruptcy Court approval; *provided, however*, that where the Debtors have authorization to compromise or settle any Claims against the Debtors under a Final Order including this Order, the Plan Administrator shall be authorized to compromise or settle such Claims after the Effective Date, in accordance with and subject to such Final Order and *provided further, however*, that the settlement of any Allowed General Unsecured Claim in excess of $10,000,000 or any Administrative Claim or Priority Tax Claim in excess of $1,000,000 (in Allowed amount), shall require notice and an order of the Bankruptcy Court; (ii) make distributions to Holders of Allowed Claims in accordance with the Plan; (iii) prosecute Claims, Causes of Action and potential Causes of Action transferred to the Plan Administrator on behalf of the Debtors, and to elect not

to pursue any Claims, Causes of Action, or potential Causes of Action transferred to the Plan Administrator and whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Claims or Causes of Action, as set forth in the Plan Administrator Agreement; (iv) make payment to existing Professionals who will continue to perform in their current capacities; (v) retain professionals to assist in performing its duties under the Plan; (vi) incur and pay reasonable and necessary expenses in connection with the performance of duties under the Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator; and (vii) perform other duties and functions that are consistent with the implementation of the Plan.

104. Subject to the terms of the Plan Administrator Agreement, each of the Debtors shall indemnify and hold harmless the Plan Administrator for any losses incurred in execution of its duties as the Plan Administrator, except to the extent such losses were the result of the Plan Administrator's fraud, gross negligence, willful misconduct or criminal conduct (as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction).

S. Transition Working Group.

105. Pursuant to the Transition Working Group Agreements, the form of which were filed with the Plan Supplement, the Debtors shall consult in good faith with the Transition Working Group regarding, among other things, all material business plans and strategic initiatives relating to the operation of the Debtors' generating assets and management of the Debtors' retail business.

The Transition Working Group Agreements and the terms and conditions thereof are hereby approved.

T. Administrative Expense Bar Date.

106. The Administrative Claims Bar Date shall be the date that is 30 days following the Effective Date.

U. Professional Compensation and Reimbursement Claims.

107. On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. Upon the establishment of the Professional Fee Escrow Account, the Reorganized Debtors shall select a Professional Fee Escrow Agent for the Professional Fee Escrow Account to administer payments to and from such Professional Fee Escrow Account in accordance with the Plan and shall enter into an escrow agreement providing for administration of such payments in accordance with the Plan. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from the Professional Fee Escrow Account when such Professional Fee Claims are Allowed by Final Order.

108. Professionals shall estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimate to the Debtors no later than ten Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors may estimate the unpaid

and unbilled fees and expenses of such Professional. The total amount estimated pursuant to Article II.A.3(c) of the Plan shall constitute the Professional Fee Reserve Amount. Final fee applications shall be filed by all retained Professionals with the Court no later than sixty (60) days after the Effective Date.

109. On the Effective Date, the Debtors or Reorganized Debtors (as applicable) shall pay any Other Professional Fee Claims, including, for the avoidance of doubt, the reasonable and documented unpaid fees and expenses incurred on or before the Effective Date by (i) professionals and the Mansfield Indenture Trustee payable under the *Order (i) Authorizing Debtors to Assume (a) the Process Support Agreement and (b) the Standstill Agreement and (ii) Granting Related Relief* [Docket No. 509] (the "PSA Order"), (ii) professionals payable pursuant to the Restructuring Support Agreement and the Substantial Contribution Order, including, for the avoidance of doubt, payment of any transaction completion fees to GLC Advisors & Co., as financial advisor to the Ad Hoc Noteholder Group, Guggenheim Securities LLC as financial advisor to the Mansfield Certificateholders Group, Houlihan Lokey Capital, Inc., as financial advisor to the FES Creditor Group and Crestview Capital Advisors Corporation, as financial advisor to the Consenting Owner Participant, and (iii) the Consenting Owner Trustee, Indenture Trustees and their counsel. For the avoidance of doubt, the Debtors are also authorized to continue to pay, in Cash, the fees and expenses set forth in (i) through (iii) of the preceding sentence when due and payable pursuant to the PSA Order, the Substantial Contribution Order and the Restructuring Support Agreement, as applicable (in each case solely as and to the extent previously authorized by this Court) prior to the Effective Date. The Reorganized Debtors shall indemnify the Indenture Trustees for any reasonable and documented fees and expenses (including the reasonable and documented fees and expenses of its counsel and agents) incurred after the Effective Date solely in connection with the

implementation of the Plan, including but not limited to, making distributions pursuant to and in accordance with the Plan, and any disputes arising in connection therewith.

V. Discharge of Claims and Termination of Interests.

110. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date and any Administrative Claims whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest that existed immediately before or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date.

W. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan.

111. The following releases, injunctions, exculpations, and related provisions set forth in Article VIII of the Plan are hereby approved and authorized in their entirety:

A. Releases by the Debtors.

Pursuant to section 1123(b) of the Bankruptcy Code, on and as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Released Party is deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claims or Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims or Causes of Action, including any derivative claims asserted or assertable on behalf of any of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates or Affiliates (including any FE Non-Debtor Parties), as applicable, would have been legally entitled to assert in any of their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' businesses, the Debtors' property, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring discussions, intercompany transactions between or among the Debtors and/or their Affiliates (including any FE Non-Debtor Parties), the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the PCNs, the FES Notes, any interest in the Mansfield Facility Documents, the Chapter 11 Cases and related adversary proceedings, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Process Support Agreement, the Standstill Agreement, the FE Settlement Agreement, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the foregoing, including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion, the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations of any Entity arising after the Effective Date under the Plan, the

Confirmation Order, any Restructuring Transaction, any obligation under any Assumed Executory Contract or Unexpired Lease where an FE Non-Debtor Party is a counterparty, the FE Postpetition Agreements, the FE Settlement Agreement and any related obligations under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan and the FE Settlement Agreement.

B. Third Party Releases of the FE Non-Debtor Parties by the Consenting Creditors and the Committee.

On and as of the Effective Date, pursuant to the terms of the FE Settlement Agreement, in exchange for good and valuable consideration, including the contributions of the FE Non-Debtor Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each FE Non-Debtor Released Party is deemed to have been conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the: (i) the Consenting Creditors and (ii) the Committee, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any claims or Causes of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims or Causes of Action, including any derivative claims asserted or assertable by, or on behalf of any of the (i) Consenting Creditors or (ii) the Committee, or their Affiliates, as applicable, that such Entities would have been legally entitled to assert in any of their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' businesses, the Debtors' property, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring discussions, intercompany transactions between or among the Debtors and/or their Affiliates (including any FE Non-Debtor Parties), the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the PCNs, the FES Notes, any interest in the Mansfield Facility Documents, the Chapter 11 Cases and related adversary proceedings, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Process Support Agreement, the Standstill Agreement, the FE Settlement Agreement, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the foregoing, including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the

reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion, the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations of any Entity arising after the Effective Date under the Plan, the Confirmation Order, any Restructuring Transaction, the FE Settlement Agreement and any related obligations under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

C. Releases of the Debtor Released Parties, FE Non-Debtor Released Parties and Other Released Parties by Third Parties and Holders of Claims or Interests.

On and as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Debtor Released Parties, FE Non-Debtor Released Parties and Other Released Parties, to facilitate and implement the Plan, each Holder of a Claim or Interest that (i) votes to accept the Plan or (ii) is deemed to have accepted the Plan, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor Released Party, FE Non-Debtor Released Party, and Other Released Party from any and all claims and Causes of Action, including any derivative claims asserted or assertable by or on behalf of any of the Debtors, the Reorganized Debtors, or their Estates or Affiliates (including any FE Non-Debtor Parties), as applicable, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from in whole or in part, the Debtors, the Debtors' businesses, the Debtors' property, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring discussions, intercompany transactions between or among the Debtors and/or their Affiliates (including any FE Non-Debtor Parties), the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and Released Party, the PCNs, the FES Notes, any interest in the Mansfield Facility Documents, the Chapter 11 Cases and related adversary proceedings, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Process Support Agreement, the Standstill Agreement, the FE Settlement Agreement, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the foregoing, including providing any legal opinion requested by any Entity

regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion, the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any obligations of any Entity arising after the Effective Date under the Plan, the Confirmation Order, any Restructuring Transaction, the FE Settlement Agreement and any related obligations under the Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the FE Settlement Agreement, (ii) any Consenting Owner Participant from its obligations to the Consenting Owner Trustee, in its individual capacity (and its successors, permitted assigns, directors, officers, employees, agents, and servants) under the Mansfield Trust Agreements or (iii) the Consenting Owner Trustee from its obligations under the Mansfield Trust Agreements with respect to periods after the Effective Date.

For the avoidance of doubt, on and as of the Effective Date, each Holder of a Claim or Interest that (i) votes to accept the Plan or (ii) is deemed to have accepted the Plan shall be deemed to provide a full and complete discharge and release to the Debtor Released Parties, the FE Non-Debtor Released Parties, and the Other Released Parties and their respective property from any and all Causes of Action whatsoever, whether known or unknown, asserted or unasserted, derivative or direct, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for or sounding in tort, fraud, contract, violations of federal or state securities laws, veil piercing, substantive consolidation, or alter-ego theories of liability, contribution, indemnification, joint or several liability, or otherwise arising from or related in any way to (i) the Debtors, the Reorganized Debtors, their businesses, their property, or any interest in the Mansfield Facility Documents; (ii) any Cause of Action against the FE Non-Debtor Released Parties or their property arising in connection with any intercompany transactions or other matters arising in the conduct of the Debtors' businesses; (iii) the Chapter 11 Cases; (iv) the formulation, preparation, negotiation, dissemination, implementation, administration, Confirmation or Consummation of the Plan, the Plan Supplement, any contract, employee pension or benefit plan instrument, release, or other agreement or document related to any Debtor, the Chapter 11 Cases or the Plan, modified, amended, terminated, or entered into in connection with either the Plan, or any agreement between the Debtors and any FE Non-Debtor Released Party, including the FE Settlement Agreement; or (v) any other act taken or omitted to be taken in connection with the Chapter 11 Cases, including, without limitation, acts or omissions occurring after the Effective

Date in connection with distributions made consistent with the terms of the Plan.

For the avoidance of doubt and notwithstanding anything else in the Plan, this Order, or any implementing or supplementing plan documents, (i) no Governmental Units shall be deemed to accept the Plan for purposes of Article VIII.E of the Plan and (ii) the United States, Ohio Environmental Protection Agency, Ohio Department of Natural Resources, and Pennsylvania Department of Environmental Protection have agreed not to vote on the Plan and will not be subject to the releases in Article VIII.E of the Plan, provided, however, if any agency of the United States or any agency of any state actually votes to accept the Plan, such agency shall be deemed to provide the releases in Article VIII.E of the Plan on the Effective Date for such agency and only for such agency. Additionally, for the avoidance of doubt, the releases contained in Article VIII.C and VIII.D shall not act as a release of any non-derivative claims and causes of action of the United States, Ohio Environmental Protection Agency, Ohio Department of Natural Resources, and Pennsylvania Department of Environmental Protection against any non-debtor parties.

D. Exculpation.

Notwithstanding anything herein to the contrary, and upon entry of the Confirmation Order, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, any liability to any Holder of a Cause of Action, Claim or Interest or to any other Entity, (i) as it pertains to Exculpated Parties that are Estate Fiduciaries, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, and (ii) as it pertains to all Exculpated Parties including Exculpated Parties that are non-Estate Fiduciaries, for any act or omission in connection with, relating to, or arising out of, the negotiation, documentation and implementation of any agreement, transaction or action approved by the Bankruptcy Court in the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Process Support Agreement, the Standstill Agreement, the FE Settlement Agreement, the Mansfield Settlement, the Mansfield Owner Parties' Settlement, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Process Support Agreement, the Standstill Agreement, the FE Settlement Agreement, the Mansfield Settlement, the Mansfield Owner Parties' Settlement, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion, the

issuance or distribution of securities pursuant to the Plan or the distribution of property under the Plan or any other agreement (whether or not such issuance or distribution occurs following the Effective Date), negotiations regarding or concerning any of the foregoing, or the administration of the Plan or property to be distributed hereunder, except for Causes of Action related to any act or omission that is determined by Final Order to have constituted actual fraud, willful misconduct, or gross negligence; *provided*, nothing herein shall prevent Entities from asserting as a defense that they relied in good faith upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Consummation shall be deemed to have, participated in good faith and in compliance with applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. For the avoidance of doubt, an Exculpated Party will be entitled to the foregoing exculpation of (i) an Estate Fiduciary when acting in such capacity and (ii) a non-Estate Fiduciary when acting in such capacity.

E. Injunction.

In addition to any injunction provided in the FE Settlement Order, upon the occurrence of the Effective Date, except as otherwise expressly provided in the Plan or the Confirmation Order, all Persons or Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.C-E of the Plan (collectively, the "Released Claims"), shall be discharged pursuant to Article VIII.A of the Plan (collectively, the "Discharged Claims"), or are subject to exculpation pursuant to Article VIII.F of the Plan (collectively, the "Exculpated Claims"), shall be enjoined from taking any actions to interfere with the implementation of the Plan, and are permanently enjoined and forever barred from taking any actions with respect to the Released Claims, the Discharged Claims or the Exculpated Claims, including but not limited to: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or respect to the Released Claims, the Discharged Claims, or the Exculpated Claims; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to the Released Claims, the Discharged Claims, or the Exculpated Claims; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to the Released Claims, the Discharged Claims, or the Exculpated Claims; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to the Released Claims, the

Discharged Claims, or the Exculpated Claims unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to the Released Claims, the Discharged Claims, or Exculpated Claims, except in accordance with the terms of the Plan. For the avoidance of doubt, nothing in this Article VIII.G modifies paragraph 19 of the FE Settlement Order.

X. Plan Modifications

112. Subject to certain restrictions and requirements set forth in the Plan and in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, each of the Debtors expressly reserves its respective rights to alter, amend, or modify the Plan, one or more times, after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Order, including with respect to such modifications. Any alteration, amendment, or modification to the Plan (including for the avoidance of doubt, the Plan Supplement) shall be in accordance with the Restructuring Support Agreement and the FE Settlement Agreement.

Y. Revocation, Withdrawal or Non-Occurrence of Effective Date.

113. If any of the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (i) the Plan shall be null and void in all respects as to such Debtor(s); (ii) any settlement or compromise embodied in the Plan, including the Plan Settlement, and the FE Settlement Agreement (except in accordance with the terms set forth therein and in the FE Settlement Order), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be

deemed null and void as to such Debtor(s); and (iii) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action as to such Debtor(s); (b) prejudice in any manner the rights of such Debtor(s) or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by such Debtor(s) or any other Entity.

Z. Nonseverability of Plan Provisions upon Confirmation.

114. Each term and provision of the Plan, including the Plan Supplement and all exhibits and schedules thereto and all other documents filed in connection with the Plan, or executed or to be executed in connection with transactions contemplated by the Plan and all amendments and modifications of any of the foregoing made pursuant to the provisions of the Plan governing such amendments and modifications are: (i) valid and enforceable pursuant to their terms; (ii) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Order; and (iii) nonseverable and mutually dependent.

AA. Authorization to Consummate.

115. The Debtors are authorized to consummate the Plan at any time after the entry of this Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to the Effective Date set forth in Article X.B of the Plan. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

BB. Treatment of Executory Contracts and Unexpired Leases.

116. The assumption of Executory Contracts or Unexpired Leases set forth on Exhibit B to the Plan Supplement, the rejection of the Executory Contracts or Unexpired Leases set forth

on Exhibit C to the Plan Supplement, and the assignment of the Executory Contracts or Unexpired Leases set forth on Exhibit D to the Plan Supplement are hereby authorized.

117. Unless otherwise agreed, the Debtors will not assume, cure, or otherwise treat any contract pursuant to this Order that is the subject of an outstanding objection to a proposed assumption or cure amount (an "Assumption Objection") until the Assumption Objection has been consensually resolved or the Court has made a determination on the Assumption Objection. Unless otherwise agreed, all outstanding Assumption Objections will be heard at the omnibus hearing scheduled for September 17, 2019 at 10:00 a.m. (Eastern Time) or another hearing that is convenient to the Court.

118. Notwithstanding anything to the contrary in the Plan or this Confirmation Order (including, without limitation, paragraphs [32], [48], [116], and [117] hereof), as a resolution of the UniTech Objection, the Debtors have agreed that, if they move a reference to a purchase order with UniTech that is currently listed on Exhibit C to the Plan Supplement to Exhibit B to the Plan Supplement, subject to the Court adjudicating whether such referenced purchase order is or is not an executory contract that can be assumed, UniTech will receive written notice thereof and have at least two weeks to file an objection to the proposed assumption and cure amount, and any such dispute shall be promptly calendared for hearing by this Court. In addition, if there is a dispute as to the cure amount, the Debtors shall escrow the full cure amount asserted by UniTech on the Effective Date.

119. As a resolution of the cure objection filed by JAIX Leasing Company ("JAIX") [Docket No. 2974], the Debtors agree that (i) FG's lease with JAIX shall be moved to the schedule of assumed contracts, and (ii) Reorganized FG shall satisfy all obligations under the lease, whether accrued before or after the Petition Date, and including but not limited to the maintenance and

repair obligations referenced in the lease, as and when such obligations become due and owing under the terms of the lease.

CC. Committee Provisions.

120. On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve; *provided, however* that following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (i) Claims and/or applications, and any relief related thereto, for compensation by professionals and requests for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; (ii) appeals of the Confirmation Order; and (iii) any pending litigation as to which the Committee is a party. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date, except for the limited purposes identified above.

DD. Environmental Liabilities and Governmental Unit Matters.

121. Nothing in the Plan or this Order shall release, discharge, or preclude the enforcement of, (or preclude release, defeat, or limit the defense under non-bankruptcy law of): (i) any liability to a Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Effective Date; (iii) any liability under Environmental Law to a Governmental Unit on the part of any Entity to the extent of such Entity's liability under non-bankruptcy law on account of its status as owner or operator of such property after the Effective Date; or (iv) any Governmental Unit's rights and defenses of setoff and recoupment, or ability to assert setoff or recoupment against the Debtors or the Reorganized Debtors and such rights and defenses are expressly preserved. All parties' rights and defenses under Environmental Law with respect to (i) through (iv) above are fully preserved. Nor shall anything in the Plan Documents or

this Order enjoin or otherwise bar a Governmental Unit from asserting or enforcing, outside of the Bankruptcy Court, any liability described in the preceding sentence. Nothing in the Plan or this Order shall authorize the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization, or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements under police or regulatory law. Nothing in the Plan or this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret the Plan or this Order or to adjudicate any defense asserted under the Plan or this Order. Notwithstanding the foregoing, nothing in the Plan or this Order terminates or limits the effect of the *Preliminary Injunction Against the Federal Regulatory Commission*, Case No. 18-50757, Adv. Pro. No. 18-5021 (Bankr. N.D. Ohio, May 11, 2018) [Docket No. 114]. For the sake of clarity, any matter not released or discharged pursuant to the foregoing can be enforced either by (i) applicable Governmental Units or (ii) any persons or entities authorized to bring actions under enabling statutes.

122. For the avoidance of doubt, the United States Environmental Protection Agency did not submit a Ballot accepting or rejecting the Plan on account of Claim No. 1377 and, accordingly, is not deemed to have granted the Consensual Third Party Releases set forth in Article VIII.E of the Plan.

EE. OVEC Matters.

123. The Debtors have agreed that they (i) will not seek to dismiss OVEC's appeals in the PPA Appeal Proceedings, or, if applicable, OVEC's appeal of this Confirmation Order or oppose further review by the United States Supreme Court, on the grounds of mootness[4], and (ii)

[4] For the avoidance of doubt, "mootness" includes the theories of mootness, equitable mootness, or any equivalent legal theory that is premised upon the protection of the good faith reliance interests created by implementation of the Plan from being undone following consummation.

have removed the following language from the definition of "Assumed Executory Contracts and Unexpired Leases" in the Plan: "For the avoidance of doubt, none of the PPA Appeal Proceeding Contracts shall be deemed to be Assumed Executory Contracts."

124. The Debtors and OVEC have otherwise reserved all rights in the PPA Appeal Proceedings and in any other proceedings regarding that certain multi-party intercompany power purchase agreement pursuant to which FES and several other power companies "sponsor" and purchase power generated by fossil fuel from OVEC, whether it be at this Court, a regulatory agency or another court or agency of competent jurisdiction.

FF. Agreement with Commonwealth of Pennsylvania, Department of Environmental Protection.

125. Reorganized FG shall continue to comply with all obligations under the Consent Decrees (as defined in the Plan).

126. Reorganized FG will accept all liability for and acknowledge that it must comply with all applicable operation, maintenance, pollution, closure, post-closure maintenance, final cover and other responsibilities under the Solid Waste Management Act and analogous Pennsylvania environmental acts and the Pennsylvania residual waste landfill and impoundment permits Nos. 300370 (Hatfield Ferry Landfill) and 300558 (Little Blue Run Impoundment) from the original issuance of the permits as required under 25 Pa. Code § 287.221(b)(1) including the bonding requirements under 25 Pa. Code §§ 287.361-287.364 and the requirement to obtain re-issued permits Nos. 300370 (Hatfield Ferry Landfill) and 300558 (Little Blue Run Impoundment)

to Reorganized Debtors from the Commonwealth of Pennsylvania, Department of Environmental Protection ("PA DEP") under 25 Pa. Code § 287.221.

127. Reorganized FG shall complete all remediation and restoration actions required by Environmental Law to address the violations identified by PA DEP with respect to the ash slide at the Hatfield's Ferry Landfill that occurred on or about February 2019.

128. Within 60 days of the Effective Date, the Reorganized Debtors shall obtain an additional surety bond in favor of PA DEP in the amount of $2 million to secure FG's obligations required under the Consent Order and Agreement dated November 23, 2010 between the PA DEP and FG. The surety bond shall remain in place until the PA DEP determines that FG has completed all obligations under the Consent Order and Agreement.

129. Reorganized FG will use reasonable efforts to remediate the coal pile at the Bruce Mansfield Power Station under a work plan to be developed by Reorganized FG and approved by PA DEP and in accordance with applicable standards established under Pennsylvania Environmental Law within one year of the deactivation of Unit 3 at the Bruce Mansfield Power Station.

130. On or before the Effective Date, FG shall assume the submerged land licenses dated December 29, 1981 (amended September 15, 2015) and August 4, 1991 (amended November 8, 2016 (the "Mansfield Licenses"); and the PA DEP agrees that cessation of operations of a generating facility at the Bruce Mansfield Power Station shall not, in and of itself, constitute default under the Mansfield Licenses. PA DEP also agrees that it shall not seek to terminate the Mansfield Licenses for a period of 10 years following the Effective Date other than following a

default by FG (other than any alleged default arising from cessation of operation of a generating facility at the site).

131. Confirmation of the Plan will not impact PA DEP's ongoing oversight and enforcement rights with respect to the Reorganized Debtors under applicable Environmental Law, including, without limitation, with respect to the Consent Decrees identified in the Plan, or any rights or defenses of the Debtors or Reorganized Debtors with respect thereto.

132. All other provisions of the *Stipulation Resolving Confirmation Objection of Commonwealth of Pennsylvania, Department of Environmental Protection* [Docket No. 3019] are expressly approved and incorporated herein.

GG. Agreement with Sierra Club.

133. The Reorganized Debtors shall use reasonable best efforts to do one of the following within 60 days following the Effective Date: (a) obtain an additional surety bond reasonably acceptable to Sierra Club in favor of PA DEP in the amount of $5 million to secured Reorganized FG's future obligations under Environmental Law arising from its ownership of the Hatfield's Ferry Landfill and certain surrounding property, and specifically PA DEP solid waste permit No. 300370; or (b) increase the amount of the existing surety bond(s) for the Hatfield's Ferry Landfill and associated permit property (PA DEP solid waste permit no. 300370) by $5 million. The Debtors will select (a) or (b) after consulting with, and reaching agreement with, PA DEP on the appropriate form of the $5 million in bonding. In either of the foregoing scenarios, the new/additional bond shall otherwise contain commercially reasonable terms generally consistent with those of the existing bond (including with respect to the duration of the

new/additional bond) and with the requirements of the Commonwealth of Pennsylvania for similar surety bonds.

134. Upon entry by the Bankruptcy Court of the Confirmation Order, the Debtors agree to pay $400,000 (the "Sierra Club Payment") to Goldstein & McClintock LLP, in its capacity as outside bankruptcy counsel to Sierra Club for a portion of the fees and expenses incurred by Sierra Club and its outside counsel in connection with the Chapter 11 Cases, consistent with the *Motion of Sierra Club for Approval of Fee and Expense Component of Confirmation-Related Settlement* [Docket No. 3041].

135. All other provisions of the *Stipulation Resolving Confirmation Objection of Sierra Club* [Docket No. 3021] are expressly approved and incorporated herein.

HH. Agreements with the U.S. Environmental Protection Agency, the Ohio Environmental Protection Agency and the Ohio Department of Natural Resources.

136. *Ashtabula Property*. Reorganized FG shall either (i) demolish the power plant facility owned by Reorganized FG (the "Ashtabula Property"), restore such property in full compliance with all applicable state and federal environmental laws, rules, and regulations, and use reasonable best efforts to do the foregoing activities within five (5) years of the Effective Date or (ii) sell or transfer the property to a third party purchaser who will demolish the Ashtabula Property, restore such property in full compliance with all applicable state and federal environmental laws, rules, and regulations, and use reasonable best efforts to do the foregoing activities within five (5) years of the Effective Date. Reorganized FG shall demolish the NPDES treatment building and restore the property in full compliance with all state and federal environmental laws, rules, and regulations within one (1) year after discharge treatment is no longer required. Notwithstanding the foregoing, if Reorganized FG sells or transfers the Ashtabula

Property to a third party purchaser, and such purchaser agrees to provide financial assurance for the demolition and asbestos abatement costs at such property in the amount of $15 million (or such lesser amount agreed by the third party purchaser and the Ohio Environmental Protection Agency ("Ohio EPA")), the third party purchaser will not be bound by the demolition and restoration deadlines set forth herein.

137. Subject to the immediately preceding sentence, if Reorganized FG sells or transfers the Ashtabula Property to a third party purchaser, the asset purchase agreement shall require the third party purchaser to meet the demolition and restoration obligations set forth in paragraph [136], and provide that Ohio EPA is a third party beneficiary with respect to such obligations. To the extent Reorganized FG sells or transfers the Ashtabula Property following the Effective Date, Reorganized FG shall provide to counsel for the Ohio EPA the following: (i) 60 days' notice of the scheduled closing date of a proposed sale or transfer, (ii) 60 days' notice, or as soon as reasonably practicable thereafter, the name of the prospective purchaser or transferee, and (iii) as soon as reasonably practicable, and in no event later than 20 days prior to the scheduled closing date of a proposed sale or transfer, a copy of the proposed sale or transfer agreement.

138. New Holdco shall provide a guarantee to Reorganized FG with respect to Reorganized FG's obligations under paragraph [136], in the amount of $15 million, and Ohio EPA shall be a third party beneficiary of such guarantee.

139. *Ashtabula Submerged Land Lease*. Reorganized FG shall assume the submerged land lease associated with the Ashtabula site (the "Ashtabula SLL") as of the Effective Date, which Ashtabula SLL shall be modified to provide for the following: (i) Reorganized FG shall remove personal property, structures, buildings and fixtures and performance of shore modifications to be set forth in a work plan to be reasonably agreed to between the Debtors and the Ohio Department

of Natural Resources ("ODNR"), and to complete such activities within three (3) years of the Effective Date, (ii) Reorganized FG shall remove all other buildings, fixtures, and personal property, except for any piping required for discharge treatment, to be set forth in a work plan to be reasonably agreed between the Debtors and ODNR, and to complete such activities within 7.5 years of the Effective Date, (iii) the Debtors and ODNR shall use their best efforts to agree to a work plan no later than the Effective Date, (iv) access to the Ashtabula SLL property as necessary to perform discharge treatment, (v) removal of any piping and property restoration within one (1) year after discharge treatment is no longer required, and (vi) all demolition, removal, and restoration work shall be in full compliance with all applicable state and federal environmental laws, rules, and regulations. ODNR agrees to an extension under section 365(d)(4)(B)(ii) of the Bankruptcy Code with respect to the Ashtabula SLL until the Effective Date.

140. New Holdco shall provide a guarantee to Reorganized FG with respect to Reorganized FG's Ashtabula SLL obligations set forth in paragraph [139] in the amount of $12 million, and ODNR shall be a third party beneficiary of such guarantee.

141. ODNR, subject to its statutory and regulatory requirements, will consider an assignment of the Ashtabula SLL as set forth in paragraph (7) of the Ashtabula SLL, including, without limitation, consideration of the financial ability, including any provision of financial assurance, of any proposed assignees of the Ashtabula SLL to perform the demolition, removal, and restoration requirements set forth in paragraph [139], subject to ODNR's approval not being unreasonably withheld or unreasonably conditioned. If the Director of ODNR approves the assignment, the assignee(s) of the Ashtabula SLL shall perform the demolition, removal, and restoration requirements as set forth above in full compliance with the aforesaid plans agreed to

between the Debtors and ODNR and all applicable state and federal environmental laws, rules, and regulations within the time periods set forth in paragraph [139].

142. *Lake Shore Submerged Land Lease*. Reorganized FG shall assume the submerged land lease associated with the Lake Shore site (the "Lake Shore SLL") as of the Effective Date, which Lake Shore SLL shall be modified to provide for the following: (i) Reorganized FG shall remove all structures, buildings, fixtures, and personal property, except for the NPDES treatment building, the ash treatment pond, and any piping requirements for discharge treatment, and structures on the shoreline and extending into Lake Erie, to be set forth in a work plan to be reasonably agreed to between the Debtors and ODNR, and to complete such activities within 7.5 years of the Effective Date, (ii) the Debtors and ODNR shall use their best efforts to agree to a work plan no later than the Effective Date, (iii) long term maintenance for the existing shore structures that remain in place, (iv) allow Reorganized FG (or any subsequent transferee of the Lake Shore property) access to the Lake Shore SLL property as necessary to perform discharge treatment, (v) Reorganized FG shall remove the NPDES treatment building, the ash treatment pond, and any piping and property restoration within one year after discharge treatment is no longer required, and (vi) all demolition, removal, and restoration work shall be in full compliance with all applicable state and federal environmental laws, rules, and regulations. ODNR agrees to an extension under section 365(d)(4)(B)(ii) of the Bankruptcy Code with respect to the Lake Shore SLL until the Effective Date.

143. New Holdco shall provide a guarantee to Reorganized FG with respect to Reorganized FG's Lake Shore SLL obligations set forth in paragraph [142] in the amount of $9 million, and ODNR shall be a third party beneficiary of such guarantee.

144. ODNR, subject to its statutory and regulatory requirements, will consider an assignment of the Lake Shore SLL as set forth in paragraph (7) of the Lake Shore SLL, including, without limitation, consideration of the financial ability, including any provision of financial assurance, of any proposed assignees of the Lake Shore SLL to perform the demolition, removal, and restoration requirements set forth in paragraph [142], subject to ODNR's approval not being unreasonably withheld or unreasonably conditioned. If the Director of ODNR approves the assignment, the assignee(s) of the Lake Shore SLL shall perform the demolition, removal, and restoration requirements as set forth above in full compliance with the aforesaid plans agreed to between the Debtors and ODNR and all applicable state and federal environmental laws, rules, and regulations within the time periods set forth in paragraph [142].

145. *Lake Shore Oily Treatment Pond*. Within one year after discharge treatment is no longer required, Reorganized FG shall remove the oily treatment pond on FG's owned property and conduct restoration in full compliance with all applicable state and federal environmental laws, rules, and regulations. New Holdco shall provide a guarantee to Reorganized FG with respect to Reorganized FG's obligations under this paragraph [145] in the amount of $1 million, and Ohio EPA shall be a third party beneficiary of such guarantee.

146. If Reorganized FG sells or transfer the property containing the oily treatment pond (the "Oily Pond Property") to a third party purchaser, the asset purchase agreement shall require the third party purchaser to meet the removal and restoration deadlines set forth in paragraph [145]; *provided*, that if the third party purchaser agrees to provide financial assurance for the removal and restoration of the oily treatment pond in the amount of $1 million (or such lesser amount agreed

by the third party purchaser and Ohio EPA), such purchaser will not be bound by the deadline set forth in paragraph [145].

147. Subject to the proviso in the immediately preceding sentence, if Reorganized FG sells or transfers the Oily Pond Property to a third party purchaser, the asset purchase agreement shall require the third party purchaser to meet the demolition and restoration obligations set forth in paragraph [145], and provide that Ohio EPA is a third party beneficiary with respect to such obligations. To the extent Reorganized FG sells or transfers the Oily Pond Property following the Effective Date, Reorganized FG shall provide to counsel for the Ohio EPA the following: (i) 60 days' notice of the scheduled closing date of a proposed sale or transfer, (ii) 60 days' notice, or as soon as reasonably practicable thereafter, the name of the prospective purchaser or transferee, and (iii) as soon as reasonably practicable, and in no event later than 20 days prior to the scheduled closing date of a proposed sale or transfer, a copy of the proposed sale or transfer agreement.

148. *Sammis Power Plant.* New Holdco shall provide a guarantee to Reorganized FG with respect to Reorganized FG's obligations for CCR pond closure, tank and treatment system decommissioning and coal pile decommissioning at the W.H. Sammis site, in the amount of $2.2 million, and Ohio EPA and the United States Environmental Protection Agency ("US EPA") shall be third party beneficiaries of such guarantee.

149. To the extent Reorganized FG reissues deactivation notices for Sammis Units 5-7, Reorganized FG shall demolish the power plant facility, restore the property in full compliance with all applicable state and federal environmental laws, rules, and regulations and use reasonable best efforts to do such activities within five (5) years of deactivation of the units.

150. New Holdco shall provide guarantees to Reorganized FG with respect to Reorganized FG's obligations set forth in paragraph [149], as follows: (i) a guarantee in the amount

of $14.75 million for environmental obligations, and (ii) a guarantee solely with respect to the costs of demolition work (which, for the avoidance of doubt, does not include environmental obligations, including any asbestos abatement and removal costs or the costs to comply with applicable state and federal environmental laws, rules and regulations), which guarantee shall not be limited in amount. Ohio EPA and US EPA shall be third party beneficiaries of such guarantees.

151. *Hollow Rock Landfill*. The Reorganized Debtors shall comply with Ohio Adm. Code 3745-37-06 and any other applicable Ohio rule for the transfer of the residual waste landfill permit, license, and financial assurance.

152. The Debtors, Ohio EPA, ODNR and US EPA shall negotiate the form of the guarantees, in form and substance reasonably acceptable to each party, and file such forms of guarantee on the Court docket within 45 days of entry of the Confirmation Order. To the extent these parties are unable to reasonably agree to the form of guarantees within that time period, the Parties may file a motion or application with the Court to resolve any disputes.

153. All work under the *Stipulation Resolving Confirmation Objection of Environmental Agencies* [Docket No. 3045] (the "Environmental Agencies Stipulation") shall be in compliance with applicable environmental laws and regulations.

154. With respect to the guarantees by New Holdco referenced in the Environmental Agencies Stipulation, as incorporated into this Confirmation Order, such guarantees shall not limit Reorganized FG's obligations as set forth in the Environmental Agencies Stipulation, as incorporated into this Confirmation Order.

155. All other provisions of the Environmental Agencies Stipulation are approved and incorporated herein.

II. Notice of Subsequent Pleadings.

156. Except as otherwise provided in the Plan or in this Confirmation Order, notice of all subsequent pleadings filed by the Plan Administrator, the Reorganized Debtors, or any other party in the Chapter 11 Cases after the Effective Date will be limited to the following parties: (i) the U.S. Trustee; (ii) counsel to the Ad Hoc Noteholder Group; (iii) counsel to the Mansfield Certificateholders Group; (iv) counsel to the FES Creditor Group; (v) counsel to the Mansfield Owner Participant; (vi) counsel to the Consenting Owner Trustee; (vii) counsel to the Committee, to the extent it has not been dissolved; and (viii) any party known to be directly affected by the relief sought by such pleadings.

JJ. Supplementation of the Voting Declaration.

157. On or prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall filed a supplemental Voting Declaration (the "Supplemental Voting Declaration") which shall include the names of any and all creditors who submitted Ballots voting to accept the Plan. The Debtors or the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to include on the Supplemental Voting Declaration the names of any and all creditors who were deemed to accept the Plan. For the avoidance of doubt, the failure to include any creditor on the Supplement Voting Declaration shall not preclude any of the Released Parties from subsequently asserting or presenting evidence that a creditor either (i) voted to accept the Plan or (ii) was deemed to have accepted the Plan, and, accordingly that such creditor should be deemed to have granted the Consensual Third Party Releases as set forth in the Plan.

KK. FE Settlement Agreement.

158. Nothing herein shall or shall be deemed to limit or impair any relief granted to, or rights of, any FE Non-Debtor Party pursuant to the FE Settlement Agreement, the FE Settlement Order or any ancillary documents thereof, as each were modified by the Consent and Waiver Order.

LL. Reports.

159. After the Effective Date, the Debtors have no obligation to file with the Court or serve on any parties reports that the Debtors were obligated to file under the Bankruptcy Code or a Court order, including monthly operating reports (except that the Debtors shall file monthly operating reports for any periods for which a monthly operating report was not filed prior to the Effective Date), ordinary course professional reports, and monthly or quarterly reports for Professionals; *provided, however*, that the Debtors will continue to comply with the U.S. Trustee's quarterly reporting requirements.

MM. Injunctions and Automatic Stay.

160. Unless otherwise provided in or this Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Order) shall remain in full force and effect until the Effective Date. From and after the Effective Date, the stay shall remain in full force and effect with respect to any pending action or proceeding where the basis for the pending action or proceeding occurred prior to the Petition Date, the non-Debtor party or parties to the pending action or proceeding received such notice of the Bar Date, and the non-Debtor party or parties failed to timely File a Proof of Claim, until such time as the applicable Debtor party or parties is dismissed from the pending

action or proceeding. All injunctions or stays contained in the Plan or this Order shall remain in full force and effect in accordance with their terms.

NN. Conflicts.

161. Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any agreement or order (other than this Order and the FE Settlement Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing) conflict with or are in any way inconsistent with any provision of the Plan or the FE Settlement Agreement, the Plan or the FE Settlement Order, as applicable, shall govern and control; *provided, however*, with respect to any conflict or inconsistency between the Plan and this Order or the FE Settlement Order, this Order or the FE Settlement Order, as applicable, shall govern.

OO. Retention of Jurisdiction.

162. This Court retains jurisdiction over the matters set forth in Article XI and other applicable provisions of the Plan.

PP. Final Order

163. This Order is a Final Order and the period in which a notice of appeal must be Filed will commence upon entry of this Order.

# # #

SUBMITTED BY:

/s/

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